



# Plattsburgh, New York

Randal J. Stone  
Assistant Chief

Plattsburgh Fire Department  
65 Cornelia Street  
Plattsburgh, NY 12901  
Tel: 518-561-5965  
Fax: 518-561-8236  
stoner@cityofplattsburgh-ny.gov

## MEMO

**TO:** Mayor Donald Kasprzak  
Members of the Common Council

**FROM:** Assistant Fire Chief, Randal Stone

**DATE:** June 20, 2013

**RE:** Fire and Ambulance Responses

For this two week period: Thursday, June 6, 2013 to Wednesday, June 19, 2013  
our Department has responded to the following:

<b>Fire Calls</b>	33
	1 wildland fire
	10 system activations
	12 EMS assist
	1 excessive heat
	1 outside rubbish fire
	1 electrical wiring
	3 MVA
	3 smoke odor removal
	1 steam, vapor, removal
<b>Ambulance Calls</b>	74
<b>Mutual Aid by CVPH</b>	9

# BUILDING INSPECTOR'S COMPLAINT REPORT: 06/18/13

01/23/13	112	OAK ST	SHINGLES FALLING OFF ROOF	JM	VERBAL NOTICE OF VIOLATION	CORRECTED	1/29/13
05/21/13	77	ELIZABETH ST	ELECTRIC WIRING	KP		CORRECTIVE ACTION IN PROCESS	
05/24/13	27	DRAPER AVE	NO ELECTRIC	JM	VERBAL NOTICE OF VIOLATION	CORRECTED	
06/10/13		CLUB RD (LOT 3 PHASE II PARC)	TALL GRASS	KB		CORRECTIVE ACTION IN PROCESS	
06/10/13	12	COUCH ST	MATRESS IN FRONT OF PROPERTY	CB		CORRECTIVE ACTION IN PROCESS	
06/10/13	13	COUCH ST	TALL GRASS, CARDBOARD BOXES LEFT ON PROPERTY	CB		CORRECTIVE ACTION IN PROCESS	
06/10/13	46	ELM ST	FENCE	KB		CORRECTIVE ACTION IN PROCESS	
06/10/13	45	LAFAYETTE ST	GARBAGE, GARAGE FALLING	KP/JM		CORRECTIVE ACTION IN PROCESS	
06/10/13	314	MARGARET ST	GARBAGE	JM		CORRECTIVE ACTION IN PROCESS	
06/10/13	28	OAK ST	GARBAGE	CB		CORRECTIVE ACTION IN PROCESS	
06/10/13	5452	PERU ST	SHRUBS BLOCK VISIBILITY	KB		CORRECTIVE ACTION IN PROCESS	
06/10/13	45	PROTECTION AVE	GARBAGE	CB		CORRECTIVE ACTION IN PROCESS	
06/11/13	268	MARGARET ST	COUCH BETWEEN SIDEWALK AND CURB	KP	VERBAL NOTICE OF VIOLATION	CORRECTED	6/14/13
06/11/13	12	MONT CALM AVE	COUCH BETWEEN SIDEWALK AND CURB	KP	VIOLATION NOTICE ISSUED, DPW ORDER TO PICK UP	CORRECTED	6/17/13

			COMPLAINT	INSP			
06/12/13	17	PIKE ST	GARBAGE	CB		CORRECTIVE ACTION IN PROCESS	
06/13/13	13	COUCH ST	VARIANCE EXPIRED	CB		CORRECTIVE ACTION IN PROCESS	
06/13/13	122	PROSPECT AVE	BUSINESS	KB		CORRECTIVE ACTION IN PROCESS	
06/14/13	64	COUCH ST	CONSTRUCTION	CB		CORRECTIVE ACTION IN PROCESS	
06/17/13	60	ELIZABETH ST	OLD CARS	KB		CORRECTIVE ACTION IN PROCESS	
06/17/13	223	MARGARET ST	FIRE PREVENTION FOLLOW UP	KP		CORRECTIVE ACTION IN PROCESS	
06/17/13	5084	SOUTH CATHERINE ST	TALL GRASS	KB		CORRECTIVE ACTION IN PROCESS	
06/4/13	2	LEONARD AVE	CITY TREES CUT DOWN (2)	JM	SPOKE TO TREE SERVICE AND REFERRED TO CITY ENGINEERING	CORRECTIVE ACTION IN PROCESS	
06/4/13	70	SOUTH PERU STREET (# 8)	ROOF LEAKING	KB		CORRECTIVE ACTION IN PROCESS	
06/5/13	142	CORNELIA ST	TALL GRASS	KP	ORDER TO REMEDY ISSUED, DPW ORDER TO PICK UP	CORRECTED	6/12/13

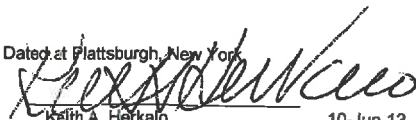
CITY OF PLATTSBURGH, NEW YORK  
OFFICE OF THE CITY CLERK

Following is a complete statement of all monies received during the month of:

\*May 2013

	REVENUE SOURCE	CITY REVENUE	DUE OTHERS	TOTAL
Bingo Licenses (City)	25-2540	0.00		0.00
Bingo Licenses (State)	1-0632	0.00		0.00
Bingo License Fees 3%	25-2540	183.58		183.58
Building Permits	25-2555	7031.00		7031.00
Circus License	25-2502	0.00		0.00
City Code	12-1255	0.00		0.00
Code Civil Compromise	26-2614	0.00		0.00
Contractor Fees	25-2557	275.00		275.00
Dog Licenses	25-2542	291.00		291.00
State Neuter/Spay surcharge			50.00	50.00
Extract of Records	12-1255	25.85		25.85
Game of Chance Lic. (City)	25-2541	0.00		0.00
Game of Chance Lic. (State)	1-0632	0.00		0.00
Gas Permits	15-1540	25.00		25.00
Going Out of Business Lic	25-2509	0.00		0.00
Hauler's Licenses	25-2505	0.00		0.00
Housing Code	21-2110	0.00		0.00
Impound Fees	15-1550	0.00		0.00
Interest Temp	1124-2401	17.97		17.97
Jeweler's Licenses	25-2503	542.50		542.50
Marriage Licenses	25-2545		697.50	697.50
Notary Fees	12-1255	14.00		14.00
Peddler/Vendor Licenses	25-2503	0.00		0.00
Returned Check Charges	12-1255	0.00		0.00
Sign Permits	25-2590	25.00		25.00
Specifications	T-30		750.00	750.00
Special Use Permits	21-2110	0.00		0.00
Subdivision Fee	21-2110	50.00		50.00
Subdivision Ordinance	12-1255	0.00		0.00
Taxi Operator's Licenses	25-2507	100.00		100.00
Taxi Vehicle Licenses	25-2504	15.00		15.00
Tree/Stump Removal License	25-2508	540.00		540.00
Vital Statistics	16-1603	4356.00		4356.00
Zoning Ordinances	21-2110	0.00		0.00
Zoning Variances	21-2110	150.00		150.00
				0.00
<b>OTHER REVENUE</b>				
Riverwalk				
1127-2753		255.00		255.00
Auditorium				
1127-2752		300.00		300.00
Centennial Plaques				
1127-2705		0.00		0.00
Centennial Books				
1127-2656		0.00		0.00
<b>RECOVERED FUNDS</b>				
Telephone				
1-1410000-4414		0.00		0.00
Postage				
1-1410000-4470		0.00		0.00
Print & Copy				
1-1410000-4431		0.00		0.00
<b>DISBURSEMENTS:</b>		<b>\$14,196.90</b>	<b>\$1,497.50</b>	<b>\$15,694.40</b>
N.Y.S. Dept of Health		\$697.50	Check No 1266	
N.Y.S. Dept of Ag & Mkts		\$50.00	Check No 1268	
			Total Paid Others:	\$747.50
<b>ADJUSTMENT: 1 Jan/Feb adjustment errors</b>				
				\$0.00
Chamberlain (Spec. Deposits)		\$750.00	Check No 1267	
Chamberlain (Net Revenues)		\$14,196.90	Check No 1269	
			Amount Due City Chamberlain:	\$14,946.90
				<b>\$15,694.40</b>

Dated at Plattsburgh, New York

  
Keith A. Herkalo,  
City Clerk

10-Jun-13



# Plattsburgh, New York

**Building and Zoning Department**  
41 City Hall Place  
Plattsburgh, NY 12901  
Ph: 518-563-7707  
Fax: 518-563-6426

June 18, 2013

Honorable Mayor Donald Kasprzak  
Members of the Common Council  
City Clerk  
41 City Hall Place  
Plattsburgh, NY 12901

Dear Mayor, Councilors and City Clerk:

Please be advised that the Zoning Board of Appeals held a Public Hearing on June 17, 2013,  
at 7:00 PM in the Common Council Chambers to hear:

<u>APPEAL</u>	<u>APPLICANT</u>	<u>REQUEST</u>
1965	NORTHLAKES, LLC 34 US OVAL	CLASS B VARIANCE ERECT 2 <sup>ND</sup> PRINCIPAL USE BUILDING ON THE SAME LOT <b>GRANTED WITH STIPULATIONS</b>
1970	MICHAEL BINGEL 24 BAILEY AVENUE	CLASS B VARIANCE WIDEN DRIVEWAY TO WITHIN 2 FEET OF PROPERTY LINE <b>GRANTED</b>
1971	RANDY HOSLER 45 ELIZABETH STREET	CLASS B VARIANCE REPLACING OPEN PORCHES WITH COVERED PORCHES, ROOF WILL EXTEND INTO SETBACKS, FRONT AND SIDE <b>GRANTED WITH STIPULATIONS</b>
	NORM LANGLOIS	INFORMAL DISCUSSION

Joseph McMahon  
Building Inspector

JM/dj



MUNICIPAL LIGHTING DEPARTMENT  
(A Municipally Owned and Operated Power System)  
**Plattsburgh, New York**

6 Miller Street  
Plattsburgh, New York 12901  
Ph # 518-563-2200  
Fax: 518-563-6690

TO: Mayor Donald M. Kasprzak

FROM: William J. Treacy, P.E., Manager 

RE: Unpaid Final Bill Account Write-off

DATE: June 10, 2013

The Management of the Plattsburgh Municipal Lighting Department respectfully requests permission to proceed with the write-off of unpaid final bills. The period covered by this write-off will be from ***April 1, 2012 to April 30, 2012.*** The amount of the write-off will be \$3,209.23. The percentage of write-offs for this period is .23%.

Sales for this time period were \$1,385,642.76.

Payments on final accounts for this time period were \$3,298.18.

This write-off of unpaid bills represents 16 customers ranging as follows (all customers have no forwarding addresses and/or letters returned):

0 to \$50.00 – 3 customers  
\$50.01 to \$100.00 – 2 customers  
\$100.01 to \$150.00 – 3 customers  
\$150.01 to \$200.00 – 2 customers  
\$200.01 to \$250.00 – 2 customers  
\$250.01 to \$300.00 – 2 customers  
\$421.87 – 1 customer  
\$645.64 – 1 customer

I thank you for your attention to this matter.

Cc: Richard Marks, City Chamberlain  
Eileen Sickles, Account Systems Supervisor  
Final Bill Account Write-off



# Plattsburgh, New York

Richard A. Marks  
City Chamberlain

Department of Finance  
6 Miller Street  
Plattsburgh, NY 12901  
518-563-7704 TEL  
518-563-1714 FAX

TO: Mayor Kasprzak and Member of the Common Council

FROM: Richard Marks, City Chamberlain

DATE: June 10, 2013

RE: Budget Amendment

The following budget amendment is requested for the General Fund:

- Increase Estimated Revenue:

Gifts and Donations-Treehouse-Handicap Accessible 0000-1127-2754 \$9,930.00

- Increase Appropriations:

Parks and Beautification-Treehouse (HCA) Expense 1-8510-000-4354 \$9,930.00

This amendment will recognize the donation revenue received for the Handicap Accessible Treehouse as well as provide appropriation for the expenses related to the design and construction of the tree house.

Thank you for your attention to this request.

CC: Carole Garcia  
Kevin Farrington



# Plattsburgh, New York

Richard A. Marks  
City Chamberlain

Department of Finance  
6 Miller Street  
Plattsburgh, NY 12901  
518-563-7704 TEL  
518-563-1714 FAX

TO: Mayor Kasprzak and Member of the Common Council

FROM: Richard Marks, City Chamberlain

DATE: June 10, 2013

RE: Budget Amendment

The following budget amendment is requested for the General Fund:

- Increase Estimated Revenue:

Gifts and Donations-Police Special 0000-1127-2702 \$10,000.00

- Increase Appropriations:

Police-Contracted Service 1-3120-0000-4430 \$10,000.00

This amendment will recognize the contribution revenue received from the Clinton County District Attorney's office to offset the cost of replacing several mobile computer stations for use in the new patrol vehicles.

Thank you for your attention to this request.

CC: Carole Garcia  
Chief Racicot  
Heather Silver



## Carlin, Beth

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**From:** Peters, Steve  
**Sent:** Friday, June 07, 2013 10:57 AM  
**To:** Carlin, Beth; Kasprzak, Donald M.  
**Subject:** Agenda Item

Beth-  
With the Mayor's approval:

Request from Thomas Powers from Citizens for the Constitution to hold a NY State Act Rally on US Oval on August 9, 2013 from 4pm-9pm.

He will attend the next council meeting to provide information to City Council.

Thanks,

*Steve Peters*

Superintendent of Recreation | City of Plattsburgh, Plattsburgh, NY 12901 | p: 518.324.7709

### Statement of Confidentiality

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Plattsburgh  
YMCA

17 Oak Street  
Plattsburgh, NY 12901  
(518) 561-4290  
[www.plattsburghymca.com](http://www.plattsburghymca.com)

May, 30, 2013

To: Mr. Mayor, the City Council and the Chief of Police:

The Plattsburgh YMCA will be scheduling their 9th annual "Tour de Rand Hill" on July 20, 2013. I am requesting the help of the City Police to provide a lead car for the cyclists from the YMCA as they travel down Oak Street (Rt.22) to the intersection of Boynton Ave. In the past a lead car provided traffic control at major intersections. Cyclists leave the YMCA at 9:00AM. The race route is from the YMCA to Camp Jericho; a 14 mile uphill ride.

The "Tour de Rand Hill" road bike race is a fundraiser for the Y. Proceeds from the event are for our programs and our general scholarship (financial aid) fund. Your approval and support would be appreciated.

Respectfully,

*Patti Warner*

Patti Warner: Event Director

*6/11/13: Gane to DPW's PD.*





# Plattsburgh High School

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1 Clifford Drive  
Plattsburgh, New York 12901  
Phone (518) 561-7500  
Fax (518) 561-1895

Glenn Hurlock, *Principal*  
Jamie LaBarge, *Assistant Principal*

Mayor Donald M. Kasprzak  
41 City Hall Place  
Plattsburgh, NY 12901

Mayor Kasprzak,

This letter is concerning Plattsburgh High School's Homecoming for fall 2013. I am writing early to be sure things don't aren't forgotten over summer break and we are not in a last minute scramble. We are requesting a police escort for our homecoming parade. The 2013 Homecoming Parade is scheduled for Saturday, September 28th @1 pm. The parade will begin at 1 pm @ Stafford Middle School, continue up Rugar Street, then down Adirondack Lane onto Clifford Drive and finally down Angell Drive towards cafeteria. It is my understanding that the request for a police escort must be placed on the Common Council agenda for approval. I have also contacted Lieutenant Scott Beebie to make him aware of our plans. If I need to supply additional information or if you have any questions, please don't hesitate to contact me. During the summer, it's much easier to reach me by email at [slapierre@plattscsd.org](mailto:slapierre@plattscsd.org). Thank you in advance.

Sincerely,

Susan LaPierre

JUN 17 2013



# Plattsburgh, New York

Kevin R. Farrington, P.E.  
City Engineer

Engineering & Planning Dept.  
41 City Hall Place  
Plattsburgh, New York 12901  
518-563-7730  
Fax: 518-563-3645

June 14, 2013

Mayor Donald Kasprzak  
And  
Members of the Common Council  
41 City Hall Place  
Plattsburgh, NY 12901

**REF: "City Beach Entrance Improvements,"  
Contract #2013-14  
Request to Reject Bids**

Dear Mayor Kasprzak:

On Tuesday, May 21, 2013, 10:30 AM, we received and opened bids for the "City Beach Entrance Improvements" Project. Two bids were received for this project. A bid tabulation sheet is attached for your reference.

After reviewing the bids, I recommend that you reject all bids and re-advertise for this project.

Very truly yours,

Kevin Farrington, PE  
City Engineer

/dn

CC: City Clerk  
City Chamberlain  
Steve Peters, Recreation Dept.  
Dave Lessor  
Dave Brown

CITY OF PLATTSBURGH

BID TITLE:

*City Bank Entrance Improv* BID OPENING DATE: *5-31-13 11:30A*

NAME & ADDRESS OF BIDDERS	AMOUNT OF BID	NCBC	SECURITY
<i>Brandon Const. 802 Avenue D Plattsburgh North Ave &amp; Erie St Plattsburgh, N.Y.</i>	<i>\$184,500 - \$209,000 -</i>	<i>✓ ✓</i>	<i>Bond Bond</i>
<i>[Large diagonal line across the remaining rows]</i>			
<i>21 MAY 13</i>			



# Plattsburgh, New York

Kevin R. Farrington, P.E.  
City Engineer

Engineering & Planning Dept.  
41 City Hall Place  
Plattsburgh, New York 12901  
518-563-7730  
Fax: 518-563-3645

June 18, 2013

Mayor Donald Kasprzak  
And  
Members of the Common Council  
41 City Hall Place  
Plattsburgh, NY 12901

**Ref: Request for Permission for Mayor  
To Sign New England Interstate  
Water Pollution Control Commission  
Agreement, NEI Job Code: 983-003-013  
Project Code: L-2013-025**

Dear Mayor & Councilors:

It is requested that the Common Council authorize the Mayor to sign the agreement between the New England Interstate Water Pollution Control Commission and the City of Plattsburgh. This agreement is for completion of city-wide stormwater infrastructure mapping, calculation of flow, discharge and storage within the system assessing the system for vulnerabilities, implementing one or more green infrastructure retrofit projects and public education.

This grant request consists of a \$200,000 from the Lake Champlain Basin Program and \$17,000 non-federal matching funds or City In-kind services.

Very truly yours,

  
Kevin R. Farrington, P. E.  
City Engineer

KRF/dn

Encl.

CC: City Chamberlain  
City Clerk  
Mackenzie Ferguson, NEIWPC

LC-96133701-0  
SW & Back Roads  
NEI Job Code: 983-003-013  
Project Code: L-2013-025

**AGREEMENT**  
between  
**NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION**  
and  
**CITY OF PLATTSBURGH**

This contract is entered into on June 15, 2013 by the New England Interstate Water Pollution Control Commission (the "Commission"), represented by the Commission's Executive Director as the Contracting Officer, and having its usual place of business at Wannalancit Mills, 650 Suffolk Street, Suite 410, Lowell, MA 01854 (Tel: 978-323-7929; Fax: 978-323-7919), and City of Plattsburgh (the "Contractor"), 41 City Hall Place, Plattsburgh, NY 12901; (Tel: (518) 563-7730; Fax: (518) 563-3645; Email: kfarrington@cityofplattsburgh-ny.gov); Contact: Kevin Farrington.

**WHEREAS**, the **Stormwater Conveyance System & Green Infrastructure Planning Project** project (the "Project") is a project approved by the United States Environmental Protection Agency (U.S. EPA), and

**WHEREAS**, the accomplishment of the following described work and services is authorized by an agreement between the Commission and the U.S. EPA, and

**WHEREAS**, it is in the best interest of the Commission to obtain the assistance of the Contractor in connection with said work and services, and

**WHEREAS**, the Contractor represents that it is qualified to perform said work and services and possesses the ability to perform successfully under the terms and conditions of this agreement,

**NOW THEREFORE**, the parties mutually agree as follows:

**ARTICLE I. SERVICES BY AND RESPONSIBILITIES OF THE CONTRACTOR**

**A. Work Products**

- (1) **Work**. The Contractor is responsible for conducting all the Work for the Project. The Work and services to be performed are more fully described in the Scope of Work, reporting schedule, and budget entitled, "*Stormwater Conveyance System & Green Infrastructure Planning Project*," and dated , attached hereto and made a part hereof (hereafter, the "Work").

The Work shall meet and comply with all standards heretofore or hereafter promulgated by the Federal or State's Environmental Protection Agencies or such other State or Federal agency or agencies as shall have jurisdiction over the Project. Contractor assumes full responsibility for having familiarized himself or herself with the nature and extent of the Contract Documents (as hereafter defined), work, locality, and local conditions that may in any manner affect the Work to be done.

Contractor will provide competent, suitably qualified personnel to survey and lay out and perform the Work as required by this agreement and the Scope of Work attached hereto

(the "Contract Documents"). Contractor will furnish all materials, equipment, labor, transportation, machinery, tools, appliances, fuel, power, light, heat, telephone, water, and sanitary facilities, and all other facilities and incidentals necessary for the completion of the Work. All materials to be supplied or used by the Contractor in connection with the Work will be new, except as otherwise provided in the Contract Documents. If required by the Commission, Contractor will furnish satisfactory evidence as to the kind and quality of materials.

- (2) **Written Submissions.** The Contractor is also responsible for preparing and submitting the following reports and other documentation:
- (a) Brief (1-2 page) quarterly written reports shall be submitted by the 10<sup>th</sup> day after the end of each calendar quarter (i.e. April 10 for January-March, July 10 for April-June, October 10 for July-September, and January 10 for October-December) to the Oversight Project Officer(s) designated in Article II hereof. Electronic submissions are preferred. The quarterly reports shall describe work progress to date; completed outputs; problems encountered and anticipated, including but not limited to the means of responding to those problems; a statement of activity anticipated during the next reporting period; and a comparison of the percentage of the Project completed to the project schedule. Payment of contractual invoices is contingent upon the Commission's timely receipt and approval of quarterly reports.
  - (b) A draft final report is due no later than **October 31, 2014** to the Oversight Project Officer(s) listed in Article II.A. Upon submittal of the draft final report, all tasks described in the Scope of Work must be complete. The Commission's LCBP staff will coordinate review of the draft final report and will communicate any deficiencies or required revisions to the Contractor. The Commission's payment of Contractor's final invoice is contingent on the Commission's receipt of the approved final report and determination that no additional or corrective work is required. The Contractor must obtain approval of their final report by the agreement end date indicated in Article III.C. Extension beyond this date can only be granted by a formal amendment to this agreement signed by both the Commission and the Contractor as described in Article III.D.
  - (c) The Contractor agrees that it shall not release any work products, including but not limited to draft and/or final quarterly or final reports, data, maps, and charts, to any party other than the Commission or make such products available to the public without obtaining the Commission's prior written consent.
  - (d) While electronic submissions are preferred, the Contractor agrees to use recycled paper for all non-electronic reports which are prepared as a part of this Agreement and delivered to the Commission, U.S. EPA, or the person(s) with oversight responsibility named in Article II.
  - (e) All products, materials (including but not limited to agendas, press releases, web pages), and publications associated with this project and/or developed under this agreement must include Lake Champlain Basin Program and NEIWPCC logos and contain the following statement: "This project was funded by an agreement awarded by the Environmental Protection Agency to the New England Interstate Water Pollution Control Commission in partnership with the Lake Champlain Basin Program. NEIWPCC manages LCBP's personnel, contract, grant, and budget tasks



and provides input on the program's activities through a partnership with the LCBP Steering Committee." Publications must also state: "Although the information in this document has been funded wholly or in part by the United States Environmental Protection agency under agreement LC-96133701-0 to NEIWPCC, it has not undergone the Agency's publications review process and therefore, may not necessarily reflect the views of the Agency and no official endorsement should be inferred. The viewpoints expressed here do not necessarily represent those of NEIWPCC, the LCBP Steering Committee, or EPA, nor does mention of trade names, commercial products, or causes constitute endorsement or recommendation for use."

- (f) If the Contractor and/or any subcontractor(s) are engaging in "environmental data operations," the Contractor and/or any subcontractor(s) are responsible for preparing a Quality Assurance Project Plan (QAPP). The QAPP is to be reviewed and approved by the Commission and other organizations (such as U.S. EPA or state environmental agencies), as necessary. QAPPs are required in support of all "environmental data operations" in accordance with the Commission's and U.S. EPA Quality Assurance Policy and Standards. The term "environmental data operations" refers to activities involving the collection, generation, compilations, analysis, evaluation, and use of environmental data. The Contractor must forward the QAPP to the Commission's Quality Assurance Project Manager. The Commission, as the lead organization, will submit the QAPP to any other pertinent organizations for their approval as necessary. The QAPP must be fully-approved by all governing organizations (Commission, U.S. EPA, state agencies, etc.) before any data collection and/or generation activities begin. No contractual invoices will be paid for any environmental data operations begun prior to the Commission's receipt of a fully-approved QAPP.
- (3) The Commission's or U.S. EPA's review and/or approval of work products, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of his/her Work. Neither the Commission's nor U.S. EPA's review, approval, acceptance, or payment for any of the services shall be construed as a waiver of any rights under this contract, including but not limited to the right to reject "defective" work (as hereinafter defined) or material or work or material not in conformance with the requirements of the Contract Documents or the approved QAPP (when applicable).
- (4) The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in Contractor's work products, reports, and other services. The Contract Price (hereinafter defined) constitutes the total compensation payable to contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at his or her expense without change in the Contract Price.
- (5) **Additional Work or Revisions to the Work.** Without invalidating the agreement, the Commission may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by the Commission in writing. If the Contractor is requested by the Commission to perform work not included within the scope of the Work described in the Contract Documents and if Contractor believes that the performance of such additional work involves him/her in additional expense or entitles him/her to an extension of the contract time, Contractor may make a claim for such additional expense or extension of the contract time as provided in Article V.

Contractor shall not undertake any additional work which he/she contends entitles him/her to additional payment or time without prior written authorization by the Commission as provided for in Article V. Additional work performed by Contractor without prior written authorization will not entitle him/her to an increase in the Contract Price or an extension of the contract time. Upon receipt of such written authorization, Contractor will proceed with the Work involved.

- (6) **Inspections.** The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the Work furnished under this contract conform to contract requirements. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Commission during contract performance and for as long afterwards as the contract requires. The Commission has the right to inspect and test the Work, to the extent practicable, at all places and times, without prior notice to Contractor, and in any event before acceptance. The Commission shall perform inspections and tests in a manner that will not unduly delay the Work. The Commission assumes no contractual obligation to perform any inspection and test for the benefit of the Contract. The right to review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

If, as a result of any such inspection, any of the Work does not conform to contract requirements, the Commission may require the Contractor to perform the Work again in conformity with contract requirements, at no increase in Contract Price. When the defects in the Work cannot be corrected by reperformance, the Commission may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the Contract Price to reflect the reduced value of the Work performed. If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Commission may (1) by contract or otherwise, perform the Work and reduce the Contract Price by an amount that is equitable under the circumstances and (2) terminate the contract for default as set forth in Article VII.

- (7) **Contractor's Warranty.** Contractor warrants and guarantees to the Commission that all materials will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents.
- (8) **Rejecting Defective Work.** The Commission will have authority to disapprove or reject work that is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty, or defective, or does not conform to the requirements of the Contract Documents or applicable QAPP). Prompt notice of all defects shall be given to Contractor. All defective work may be rejected, corrected, or accepted as provided herein. If required by Commission, Contractor will promptly, without cost to the Commission and as specified by the Commission, correct or replace any defective Work. If Contractor does not correct or replace such defective Work within a reasonable time, all as specified in a written notice from the Commission, the Commission may have the deficiency corrected or replaced. All direct or indirect costs of such correction or replacement, including compensation for additional professional services, shall be paid by Contractor. If, instead of requiring correction or replacement of defective work, the Commission prefers to accept such work, it may do so. In such case, if acceptance occurs prior to approval of the Final Payment, there shall be an appropriate reduction in the

Contract Price; or, if the acceptance occurs after approval of the Final Payment, an appropriate amount shall be paid by Contractor to the Commission.

- (9) **Neglected Work by Contractor.** If Contractor fails to complete the Work in accordance with the Contract Documents, the Commission, after ten (10) days' written notice to Contractor may, without prejudice to any other remedy it may have, correct such deficiencies and the cost for correcting such deficiencies (including compensation for additional professional services) shall be borne by the Contractor. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor will pay the difference to the Commission.

**B. Responsibilities and Requirements**

- (1) **Final Invoicing.** The final report (if any) must be approved before the Final Payment is issued. (The approval process may include peer review.) The final invoice for payment shall be labeled as "final invoice" by the Contractor and shall be received by the Oversight Project Officer(s) designated in Article II within 60 days of the end date of this contract. If additional time is needed for project completion and the approval process, the Contractor shall request, in writing, a no-cost extension contract amendment. The amendment request shall be sent as per Article II.
- (2) **Administrative Regulatory Compliance.** The Contractor agrees that it will give all notices and comply with all applicable federal laws and regulations, including but not limited to 40 CFR Part 31 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), in effect on the date of execution of the assistance agreement for this Project. Requirements covered include, but are not limited to: prohibition of contracting with a suspended or debarred party and requirements for subcontractors.
- (3) **Geographic Information System Data.** If any GIS data are produced under this project, the Contractor agrees to adhere to the requirements of EPA's National Geospatial Data Policy. The Contractor will provide documentation for all produced data, including source information for each digital layer (i.e., scale and accuracy, map projection, coordinate system, etc.) and specific information about the layer itself (i.e., method used, geographic extent of data layer, file format, date of creation, staff contact, description and definition of data fields and their contents, related files, if any, and description of data quality and quality assurance methods used). GIS data produced under this project will be submitted to NEIWPCC as a deliverable and are subject to Article VI of this contract.\
- (4) **Performance.** The Contractor shall be, and shall remain liable in accordance with applicable law and shall indemnify the Commission for all damages to the Commission or U.S. EPA caused by the Contractor's negligent performance of any of the services furnished under this contract, except for errors, omissions, or other deficiencies to the extent attributable to the Commission, Commission-furnished data, or any third party. The Contractor shall not be responsible for any time delays in the project caused by circumstances beyond the Contractor's control.
- (5) **Access to and Retention of Records for Audit Purposes.** The Contractor shall maintain books and records and supporting documentation (including but not limited to cancelled checks, paid bills, payrolls, time and attendance records), in accordance with generally accepted accounting principles and practices consistently applied. The

Contractor shall allow access by the Commission, the grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, including any independent auditor retained by any of them, to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions without any direct charge. Retention of all such items is required for three years after the Commission makes Final Payment on the final invoice and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, then the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

- (6) **Equal Employment Opportunity.** In connection with the execution of this contract and the completion of the Work, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin (including those for whom English is a second language or who are legal immigrants), gender, sexual orientation, gender identification, marital status, physical and mental disability, ancestry, age, pregnancy, political or union affiliation, or veteran status and shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin (including those for whom English is a second language or who are legal immigrants), gender, sexual orientation, gender identification, marital status, physical and mental disability, ancestry, age, pregnancy, political or union affiliation, or veteran status.
- (7) **Affirmative Action.** The Contractor agrees and is required to use the following affirmative steps to assure that disadvantaged business enterprises (DBEs), including small business enterprises, minority business enterprises (MBEs), women's business enterprises (WBEs), labor surplus area firms, and small businesses in rural areas (SBRAs), are used when possible. The Contractor must make good faith efforts to ensure to the fullest extent possible that a fair share of funds (based on fair share target percentage goals as established by the financial assistance award) are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities for supplies, construction, equipment, or services. Affirmative steps include:
- (a) Placing qualified DBEs on solicitation lists;
  - (b) Assuring that DBEs are solicited whenever they are potential sources;
  - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs;
  - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by DBEs;
  - (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

The Contractor shall report and shall require any subcontractor to report to the Commission on any applicable invoices the following information: name, address and

type (e.g. MBE or WBE) of businesses used and amount of funds to each DBE included in the period of services submitted for payment.

- (8) **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Commission, its members, officers, and employees from and against all claims, damages, demands, payments, suits, actions, recoveries, judgments, losses, and expenses, including attorneys' fees, arising out of any omission or act of the Contractor, its agents, employees, or subcontractors in the performance of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Commission may retain such monies from the amount due the Contractor as may be necessary to satisfy any claim for damages, costs, and the like, which is asserted against the Commission. The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued therewith.

This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- (9) **Insurance and Bond.**

(a) The Contractor shall furnish to the Commission a certificate or certificates of insurance in a form satisfactory to the Commission showing compliance with this section. The certificate(s) shall provide that the policies shall not be changed or canceled or allowed to expire until at least thirty (30) days' prior written notice has been given by the insurer or its agent to the Commission. The Contractor shall not begin performance until the delivery of the certificate(s) to the Commission.

(b) The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the Commission, the following kinds and amounts of insurance:

- (i) **Workers' Compensation Insurance.** The policy shall cover the obligations of the Contractor in accordance with the Workers' Compensations Law and Disability Benefits Law covering all operations under the Contract, whether performed by it, or by its subcontractor.
- (ii) **Liability and Property Damage Insurance.** Unless otherwise specified, each policy shall have limits not less than: \$2,000,000 combined (Bodily Injury & Property Damage); \$3,000,000 aggregate, single limit per occurrence.

(c) Coverage for all damages arising during the policy period shall be furnished in the following types specified:

- (i) **Contractors' Liability Insurance** issued to and covering the liability (a) for damages imposed by law upon the Contractor, and (b) including in such liability insurance policy the related provisions in the specifications

with regard to indemnifying and holding the Commission harmless to the fullest extent permitted by law from any suits, actions, damages, and costs of every name and description, with respect to all work performed by the Contractor and any subcontractor under the agreement.

- (ii) Contractual Liability Insurance issued to and covering the liability for damages imposed by law upon each Contractor with respect to all work performed by said Contractor under the agreement.
- (iii) Contractors' Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work under the agreement performed for the Contractor by subcontractors.

(10) **Matching Funds.**

The Contractor shall provide an anticipated match of **Seventeen Thousand Dollars (\$17,000)** in non-federal matching funds or in-kind services and resources services and resources. The Contractor shall meet all federal requirements for matching funds including ensuring that these non-federal funds are expended concurrently with the expenditure of federal funds from the EPA/NEIWPCC grant or cooperative agreement and within the approved project period of that cooperative agreement. The Contractor shall document the use of matching funds on a form provided by the Commission. All match documentation shall be routed for approval as per Article II. The Contractor shall maintain records in accordance with federal requirements, including, but not limited to, those records which show how the value placed on in-kind contributions was derived. The Contractor shall resolve any and all disputes with EPA over the qualification of funds submitted as match.

**ARTICLE II. OVERSIGHT**

- A. Technical and administrative oversight of all work performed under this contract shall be provided by the following individual(s). The Contractor shall receive direction from and shall submit all invoices, reports, data, or other deliverables for work performed and any notice under this contract to both:

Eric Howe  
LCBP  
54 West Shore Rd.  
Grand Isle, VT 005458  
Tel: (802) 372-3213; Fax: (802) 372-3233  
Email: ehowe@lcbp.org

Clair Ryan  
NEIWPCC  
650 Suffolk St. Suite 410  
Lowell, MA 01854  
Tel: (978) 349-2519; Fax: (978) 323-7919  
Email: cryan@neiwpcc.org

- B. The final invoice for payment shall be received by the Commission within sixty (60) days of the end date of this contract. All questions regarding invoice payment should be directed to Clair Ryan. If additional time is needed for project completion and the approval process, the Oversight Project Officer(s) shall process the Contractor's request for a no-cost extension contract amendment.

### **ARTICLE III. DURATION OF THE CONTRACT**

- A. Contractor will start the Work on the date on which the agreement is executed and delivered, or on such other date, if any, as may be specified in the Contract Documents. No work shall be done prior to the date on which the Work is to start and no work shall be commenced until the Contractor has delivered to the Commission all Certificates of Insurance required by Article I.B.(8).
- B. The contract period shall commence to run on the date when the Work is to start as provided in Paragraph A of this Article.
- C. The Contractor shall complete all work and services required under this contract by **April 30, 2015**.
- D. The contract time may only be changed by a written modification to the contract signed by the Commission. Any claim for an extension in the contract time, shall be in writing delivered to the Commission within thirty (30) days of the occurrence of the event giving rise to the claim. The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he/she makes a claim for such extension(s). Such delays shall include, but not be restricted to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God; provided, however, that the determination of the existence of any such event shall be made at the Commission's sole and absolute discretion.

### **ARTICLE IV. COMPENSATION TO THE CONTRACTOR**

- A. The Commission's obligation under this contract is for a total amount not to exceed **Two Hundred Thousand Dollars (\$200,000)** within the contract period for the Work Product of the Contractor (the "Contract Price"). Payment is contingent upon the Commission's receipt of funding.
- B. Payments for work performed shall be made from approved original invoices, pending receipt of one W-9 Form and an insurance certificate in accordance with Article I.B.(8). Invoices are to be submitted by the Contractor to the Oversight Project Officer(s) designated in Article II for approval prior to forwarding to the Commission for payment according to the payment schedule. Invoices must include (1) the name and address of the Contractor, (ii) the invoice date, (iii) the contract identification number, if any, (iv) the time period of work invoiced, (v) a description of the Work performed, (vi) shipping and payment terms, (vii) the address where payment is to be sent, (viii) the person to be notified in the event of a defective invoice, and shall (1) provide itemized documentation of costs related to work performed, (2) be accompanied by a brief written progress report, and (3) be supported by such data as the Commission may reasonably require.

\$ 180,000	on a reimbursement basis upon receipt of approved original invoices and quarterly reports in accordance with Article I.A.(2).(a); and confirmation of compliance with Article I.A.(2)(c) (the "Final Payment").
\$ 20,000	upon completion and approval of all work products.
<b>\$200,000</b>	<b>Total</b>

- C. The Contract Price constitutes the total compensation payable to Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at his or her expense without change in the Contract Price. Any costs incurred by the Contractor in excess of the not-to-exceed agreement amount listed in Part A or Article V shall be

at the Contractor's own risk. The Contract Price includes all applicable Federal, State, and local taxes and duties. The Contract Price may only be changed by written modification to this contract signed by the Commission. Any claim for an increase in the Contract Price shall be in writing delivered to Commission within thirty (30) days of the occurrence of the event giving rise to the claim. All claims for adjustments in the Contract Price shall be determined by the Commission in accordance with Article V.

- D. The Commission will pay invoices within forty-five (45) days of receipt of same and the corresponding quarterly or approved final report (as applicable) and approval by the Oversight Project Officer(s).
- E. The Commission may refuse to approve the whole or any part of any payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in the Commission's opinion to protect the Commission from loss because:
  - (1) the Work is defective;
  - (2) claims have been filed or there is reasonable evidence indicating the probable filing of such claims;
  - (3) the Contract Price has been reduced because of modifications;
  - (4) the Commission has been required to correct defective work or complete the Work; or
  - (5) there has been unsatisfactory prosecution of the Work; or
  - (6) the Contractor has released copies of any draft or final report without Commission consent.
- F. Upon satisfactory completion of the Work performed in accordance with all Contract Documents, including the approved QAPP where applicable, and Commission's approval of the Contractor's final report, the Contractor shall label the Final Payment request as "final invoice," and, in so doing, shall deliver to the Commission a complete and legally effective release of all claims against the Commission. Final Payment under this contract shall not constitute a waiver of the Commission's claims against the Contractor under this contract.
- G. Any billings incurred for this Project for the period June 15, 2013 through April 30, 2015 must be received by the Oversight Project Officer(s), as per Article II, no later than June 30, 2015. Any billing invoices received after June 30, 2015 will not be processed and payment due will be lost. The Commission may extend these deadlines at the request of the Contractor but only if the Commission has been able to obtain a similar extension of the time within which it must liquidate the Commission's obligations under the funding award.

#### **ARTICLE V. CHANGES TO THE CONTRACT**

- A. The Commission may at any time, by mutually agreeable written amendments, make changes within the general scope of this contract in the services or work to be performed, including time of performance, changes in the Scope of Work, and/or budget. If such changes cause an increase or decrease in the Contractor's cost or time required to perform any services under this contract, the Contractor must assert a claim for adjustment under this clause in writing delivered to the Commission within thirty (30) days from the date it receives the Commission's notification of change; provided, that, if the Commission decides, in its sole and absolute discretion, the facts justify the action, the Commission may receive and act upon a claim submitted at any time before Final Payment under this contract. If the Contractor has shown to the Commission's satisfaction that there is an increase or decrease in the Contractor's cost or time, the Commission shall make an equitable adjustment and modify this contract in writing.



- B. No services for which the Contractor will charge an additional compensation shall be furnished without the written authorization of the Commission.

**ARTICLE VI. TITLE TO PROPERTY and DATA; COPYRIGHTS and PATENTS**

- A. During the term of this contract, the title to any and all equipment and accessories purchased by or charged to funds provided by the contract shall be in the name of the Commission. All such property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Commission. Upon termination of this contract, the title to and possession of all rights to such equipment and accessories shall be conveyed to the Commission. Contractor shall label, maintain and dispose of the Commission's property according to the Commission's written direction. The Contractor shall adequately safeguard the property while in the Contractor's possession and shall be responsible for all loss or damage to the Commission's property in Contractor's possession.
- B. This contract is supported with federal funding awarded to the Commission. The Commission and federal government has an unrestricted right to use any data, information, and/or products generated using assistance funds or specified to be delivered to U.S. EPA in the Commission's assistance agreement.
- C. The awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:
- (1) The copyright or patent in any work developed under this contract which is supported by federal funds; and
  - (2) Any rights of copyright or patent to which the Contractor purchases ownership with funds from this contract.
- D. The Commission reserves the right to copyright or patent any work, discovery, or invention which arises or is developed in the course of or under this contract. The Commission shall, as required, report such activity to the awarding agency. The Contractor agrees, at its sole cost and expense, to make application for such letters patent on any inventions as requested by the Commission or awarding agency it/they may deem necessary, desirable or useful, and to sign and execute any and all papers incident to the filing, prosecution and perfection of said applications and the letters patent issued thereon.
- E. The Contractor shall promptly disclose to the Commission or the awarding agency, in writing, any and all inventions, discoveries and improvements conceived or made by Contractor which arose or were developed under this contract.
- F. The termination of this contract will not relieve the Contractor of the obligation to assign and execute any papers necessary to enable the Commission and/or awarding agency to obtain for its own use, patent protection on said inventions. The Contractor's obligations hereunder shall be binding upon his/her assigns, executors, administrators and other legal representatives.

**ARTICLE VII. TERMINATION OF CONTRACT**

- A. The Commission may terminate this contract or any part for convenience by giving written notice to the Contractor and specifying the effective date, such date to be at least fourteen (14) calendar days from the date of notice.
- B. Upon receipt of a termination notice, the Contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Commission all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this contract whether completed or in process.
- C. In the event of termination for convenience, the Contractor shall be paid for services rendered and expenses incurred up to the date of termination, presuming charges are reasonable and customary. In the event of termination for cause (due to the Contractor's default), payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the Commission because of the Contractor's default.
- D. If Contractor (1) is adjudged a bankrupt or insolvent, (2) makes a general assignment for the benefit of creditors, (3) files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (4) repeatedly fails to supply sufficient skilled workers or suitable materials, (5) repeatedly fails to make prompt payments to subcontractors or for labor, materials, or equipment, (6) disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, (7) disregards the authority of the Commission, or (8) fails to (i) perform the Work within the time specified in this contract or any extension, (ii) make progress, so as to endanger performance of this contract, or (iii) perform any other provision of the Contract Documents, then such will constitute a default by the Contractor and the Commission may, without prejudice to any other right or remedy and after giving Contractor the notice required by paragraph C above, terminate this agreement. In that event the Contractor shall comply with paragraph B above and the Commission may finish the Work by whatever method it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor will pay the difference to the Commission.
- E. The Commission's right to terminate this contract for default under paragraph D (8)(ii) and (iii) above may be exercised if the Contractor does not cure such failure within ten (10) days (or more if authorized in writing by the Lowell Oversight Project Officer designated in Article II) after receipt of the notice from the Lowell Oversight Project Officer designated in Article II specifying the failure.

**ARTICLE VIII. REMEDIES**

- A. The rights and remedies afforded to either party pursuant to any part or provision of this contract are in addition to any other rights and remedies afforded by any other parts or provisions of the Contract Documents, by law or otherwise.
- B. Unless otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the Commission and the Contractor arising out of, or relating to, this contract

or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Commission is located.

- C. **Liquidated Damages.** Notwithstanding anything herein to the contrary, in the event the Contractor releases any work products in breach of Article I.A.(2)(c) hereof, then the Commission shall retain the Final Payment as reasonable liquidated damages, the parties acknowledging that the Commission's damages for the unauthorized release of such information would be difficult to ascertain.

#### **ARTICLE IX. MISCELLANEOUS**

- A. **Waiver and Severability.** The failure or delay of either party to insist on performance of any provision of this contract, or to exercise any right or remedy available under this contract, shall not be construed as a waiver of that provision, right or remedy in any later instance. Further, if any provision of this contract is or becomes void or unenforceable by operation of law, the remaining provisions shall be valid and enforceable.
- B. **Choice of Law.** The Contract Documents shall be governed by the laws of the Commonwealth of Massachusetts, except that any provision in this contract that refers to any federal law or agency rule or regulation shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies and quasi-judicial agencies of the federal Government.
- C. **Integration and Merger.** The Contract Documents constitute the entire agreement between the parties and supersedes all prior representations, agreements, understandings, and communications related to the subject matter of this contract. No amendment or modification of this contract shall be binding upon either party unless it is set forth in a written instrument signed by authorized representatives of the parties.
- D. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties hereto agree that the use of scanned or facsimile signatures for the execution of this Agreement shall be legal and binding and shall have the same full force and effect as if originally signed.
- E. **Subcontracting.** Neither the whole nor any part of this contract may be further subcontracted by Contractor without the prior written consent of the Commission.
- F. **No Employment.** The Contractor acknowledges and agrees that he/she is not an employee of the Commission but is an independent contractor.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first written above.

NEW ENGLAND INTERSTATE WATER  
POLLUTION CONTROL COMMISSION

CITY OF PLATTSBURGH

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Ronald F. Poltak  
Executive Director

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Honorable Donald M. Kasprzak  
Mayor

Scope of Work for the

## City of Plattsburgh Stormwater Conveyance System & Green Infrastructure Planning Project

2013 LCBP Stormwater Infrastructure Inventory, Mapping, and Vulnerability  
Assessment and Identification and Demonstration of Green Infrastructure Retrofit  
Opportunities for the Lake Champlain Basin – New York Grant

*Submitted April 22, 2013*

**Point of Contact:**

Kevin Farrington, P.E.  
City Engineer, City of Plattsburgh  
41 City Hall Place  
Plattsburgh, NY 12901  
Ph: (518) 563 - 7730  
Fax: (518) 563 - 3645  
kfarrington@cityofplattsburgh-ny.gov

**Authorized Representative:**

Honorable Donald M. Kasprzak  
Mayor, City of Plattsburgh  
41 City Hall Place  
Plattsburgh, NY 12901  
Ph: (518) 563 - 7701  
Fax: (518) 561 - 7367  
mayor@cityofplattsburgh-ny.gov

**Project Location:** City of Plattsburgh, NY.

**Project Summary:** The City of Plattsburgh is the most urbanized area within the New York State Lake Champlain Basin. Due to the highly developed areas and impervious surfaces, a significant amount of stormwater is generated during storm event and snow melt. The majority of the stormwater is funneled into a closed drainage stormwater system that discharges into the Saranac River and Lake Champlain via the City's 41 stormwater outfalls. But in recent years the North Country has been experiencing increased storm severities, which have the potential to undermine the City's stormwater system. Because of this, the City is aiming to better understand their stormwater system and how to incorporate flow reduction Best Management Practices into the system utilizing Low Impact Development Principles. This is the premise of the *City of Plattsburgh Stormwater Conveyance System and Green Infrastructure Planning Project*.

Specific objectives for this project include; Completion of City-wide stormwater infrastructure mapping; Calculation of flow, discharge and storage within the system; Assessing the system for vulnerabilities; Identifying opportunities for and implementing one or more green infrastructure retrofit projects; and Educating the public. Tasks for these objectives will be completed by staff at the City's Engineering and Planning Office in partnership with the Lake Champlain – Lake George Regional Planning Board. Specific tasks will also be completed utilizing a Consultant. Upon receipt of the grant award letter from the LCBP, the City immediately issued a Request for Qualifications (RFQ) and received responses from five consultants. CDM Smith has been determined by the selection committee to be the most experienced and most qualified. Entering into a consultant agreement with CDM will, however, be dependent upon the City's ability to successfully negotiate scope and cost for the proposed work.

The end result of this project will be the development of a repeatable method for stormwater system assessments, as well as a Green Infrastructure Plan for the City to move forward with the utilization of future implementation dollars. The public outreach section strives to educate home and business owners

on how to incorporate green infrastructure principles into their landscapes, and help reduce future stormwater pollution. Work for this project will begin in April 2013 and finalized by December 2014.

**Introduction:** The City of Plattsburgh is situated along the western shoreline of Lake Champlain, and is the most urbanized area on the New York side of the Champlain Basin. It is 6.6 square miles built along 5.5 miles of shoreline, encompassing over 60 miles of city streets. Plattsburgh is home to a variety of urban land uses, including, but not necessarily limited to, residential, industrial, manufacturing, business, and commercial uses. This urbanization has created significant impervious cover throughout the City, which increases stormwater runoff due to a lack of natural terrain for stormwater to infiltrate. All the stormwater runoff and potential pollutants from these impervious covers are funneled into the City's 41 stormwater outfalls that discharge directly into the Saranac River and Lake Champlain. The City's stormwater collection system is almost entirely closed drainage (i.e. curbed streets, drain inlets and an underground network of storm collection pipe) with a total length of 108,000 lineal feet (20 miles). In addition, the sanitary sewer system includes another 267,000 feet (50 miles) of sanitary sewer pipe, much of which is a combined sewer collecting both sanitary sewage and stormwater.

In recent years the City of Plattsburgh, as well as the region, has been subjected to more intense and frequent rainfall events. These events have given anecdotal evidence of increasingly severe weather patterns, which have highlighted vulnerabilities within the City of Plattsburgh with respect to the ability for existing infrastructure to manage stormwater. Furthermore, phosphorus loading in the stormwater runoff coming from the urban land use in Plattsburgh is contributing to the 95% of total phosphorus loading from non-point source pollution into Lake Champlain, as stated in the LCBP's *Opportunities for Action*. This major source of non-point source pollution only has the potential to increase with increased storm severities, if not properly addressed now. Due to this, the City will complete a stormwater mapping and infrastructure assessment to;

- Inventory and map the stormwater infrastructure and catchment areas within the City's stormwater collection system,
- Assess vulnerabilities to future storm events associated with anticipated climate change, and
- Identify and demonstrate appropriate green stormwater infrastructure retrofitting technologies intended to reduce stormwater volume, while also educating the public.

Work to be completed for this project will include; compilation of all existing records of the stormwater system; inventorying and mapping infrastructure and catchment areas within the urbanized collection system; calculating runoff, discharge and storage volumes; assessing vulnerabilities; identifying and prioritizing green infrastructure retrofits within the system on city property; implementation of one or more green infrastructure technologies on city property; and performing a public education workshop to demonstrate the benefits of the project. The City will complete this project through a partnership with the Lake Champlain – Lake George Regional Planning Board (LCLGRPB).

This project demonstrates the City's and LCBP's shared goal to "reduce phosphorus inputs to Lake Champlain to promote a healthy and diverse ecosystem and provide for sustainable human use and enjoyment of the Lake," as outlined in *Opportunities for Action: An Evolving Plan for the Future of the Lake Champlain Basin*. Specifically, the City will address Priority Actions 4.2; *Reduce the nonpoint source phosphorus load that is being generated by runoff from developed land in the Basin* and 4.5; *Use education to empower the general public to reduce phosphorus contributions*. The end result of this project will put the City in a better position to make decisions on stormwater conveyance system

retrofitting in the urbanized area, and aid the public in understanding their role in helping the City reduce stormwater pollution and runoff.

### Project Outline:

Task #	Objective	Task Title	Deliverable	Timeline
A	QAPP approval	Describe quality assurance procedures that will maintain project performance.	Approved QAPP	April – June 2013
B	Compile existing Stormwater infrastructure mapping	Scan, digitize and orthorectify paper and AutoCad maps	All information integrated into City GIS System	July 2013
C	Complete GIS Stormwater infrastructure mapping	Create comprehensive stormwater infrastructure map	All stormwater infrastructure (24" pipe and up) mapped	July – Dec 2013
D	Delineation of sub-sewersheds	Identify sub-sewersheds and POCs utilizing GIS software and field verification	sub-sewersheds & POCs identified	Dec 2013
E	Calculate runoff, discharge & storage volume for City system	Utilize SWMM for flow calculations	City system flow and discharge identified	Jan 2014
F	Identify infrastructure vulnerabilities	Utilize SWMM to assess system vulnerabilities	System vulnerabilities identified	Feb 2014
G	Identify GI retrofit projects	Utilize SWMM and field reconnaissance to identify and plan for GI projects	GI project plan, including cost estimates	March 2014
H	Prioritize GI retrofit projects	Use information obtained in ID process to prioritize projects for implementation	Projects prioritized for implementation	March 2014
I	Site design & construction of GI retrofit projects	Construct one GI project on City Property	GI project implementation	April – Aug 2014
J	Educational signage created for GI project	Place at least one sign at the newly construction GI project	Educate public on GI initiatives	August 2014
K	Public Outreach workshops	Perform outreach workshop at GI Project site Perform two project development forums to showcase use of methods	Educate public on GI initiatives Educate municipalities on the planning process	June & Sept 2014
L	Produce Quarterly Reports & Reimbursement Requests	Produce and submit quarterly reports & reimbursement requests	QRs & RRs submitted completely and on time	June, Sept, Dec 2013 & Mar, Jun, Sept 2014
M	Complete final report	Compile project summary, plans, articles, photographs, etc.	Final report submitted	October 2014
N	Provide LCBP w/ final datasets & files	Supply LCBP with final datasets and information for use with other projects	Project completion	November 2014

## **Task Descriptions:**

*Task A: QAPP Approval.* Before any data is acquired, staff at the City and the LCLGRPB will produce an acceptable QAPP, based on the LCBP standards, for all applicable work. Data collection under this grant will not begin until an EPA approved QAPP has been executed.

*Task B: Compile Existing Stormwater Infrastructure Mapping.* The City will scan and digitize all existing paper and AutoCad maps and input the information into the City's GIS System. Any positional discrepancies will be orthorectified and field verified if necessary. The information will then be placed onto the centralized GIS server with all improved metadata. The completion of this task will indicate the areas within the City that are lacking completed data. The City will conduct a workshop with the consultant to be certain that mapping and data collection is developed sufficiently for creating a system model in later tasks.

*Task C: Complete GIS Stormwater Infrastructure Mapping.* Staff at the City will complete a comprehensive stormwater system map, which will include;

1. Storm Sewer Manholes- rim elevation, invert elevation, what material the manhole is constructed of (brick, pre-cast, etc.), and frame type and size.
2. Catch Basins – rim elevation, invert elevation, bottom elevation, material that the basin is constructed of (block or pre-cast), and frame and grate information.
3. Storm Sewer Mains – pipe material, pipe diameter, pipe section length to next manhole (unless diameter or pipe type has changed between manholes) and installation date.
4. Combined Sewer Mains – pipe material, pipe diameter, pipe length and installation date.

This information will be collected for trunklines 24" and greater in size. Additional data for smaller pipes will be collected as time and budget allows. This information will also be placed on the City's Centralized GIS Server, so it can be accessed City employees and the public.

*Task D: Delineation of Sub-Sewersheds.* The consultant will utilize existing Digital Elevation Models, overlaid with completed stormwater infrastructure mapping, to identify the sub-sewershed areas within the 6.6 square miles of the City. Field verification will be completed if necessary. The maps will also include the flow pattern of the stormwater conveyance system. Once the sub-sewersheds are delineated, a land use layer will be added to the maps to identify the potential non-point source pollution inputs, or Pollutants of Concern (POC), within each sub-sewershed. These can include, but are not limited to; residential inputs (fertilizer, pet waste, household hazardous waste); business inputs (restaurant grease, car wash waste, gas station/garage waste, dry cleaning effluent); light-industrial inputs (hospital waste, machine part repair); and heavy-industrial inputs (energy production waste, chemical companies, pharmaceutical production waste). This information can be used in the future to identify, assess, and pinpoint sources of illicit discharges and help target public education efforts.

*Task E: Calculate Runoff, Discharge and Storage Volume for City System.* The City will contract with a Consultant for the completion of this task. Utilizing the stormwater conveyance system information obtained in the mapping and sub-sewershed phases, coupled with information on the annual rainfall and snowmelt in the Plattsburgh area, the City's stormwater runoff volumes, peak discharge rates and required storage volume for the average rainfall event and any events higher than the five year average will be calculated. This will be done utilizing an urban hydrology and conveyance system hydraulics software such as the EPA Stormwater Management Model (SWMM). SWMM is a dynamic rainfall-runoff



simulation model used for single event or long-term (continuous) simulations of runoff quantity and quality from primarily urban areas. The runoff component of SWMM operates on a collection of sub-catchment areas that receive precipitation and generate runoff and pollutant loads. Both current rainfall data and future predicted rainfall data, which may result from global climate change trends, will be used to predict runoff rates and pollutant loads. The routing portion of SWMM models transports runoff through a system of pipes, channels, storage/treatment devices, pumps, and regulators and will track the quantity and quality of runoff generated within each sub-catchment, including the flow rate, flow depth, and quality of water in each pipe and channel during a simulation period comprised of multiple time steps. The latest version of this software, SWMM 5, is Windows compatible and provides an integrated environment for editing study area input data, running hydrologic, hydraulic and water quality simulations, and viewing the results in a variety of formats. These include color-coded drainage area and conveyance system maps, time series graphs and tables, profile plots, and statistical frequency analyses. SWMM 5 was also extended to explicitly model the hydrologic performance of specific types of low impact development (LID) controls, such as porous pavement, bio-retention areas (e.g., rain gardens, green roofs, and street planters), rain barrels, infiltration trenches, and vegetative swales. By using this accepted and easily obtainable model, this process can be replicated throughout the Champlain Basin.

*Task F: Identify Infrastructure Vulnerabilities.* This task will also be completed by the Consultant, who will utilize the completed GIS mapping and information from the SWMM to complete a vulnerability study of the City's stormwater infrastructure. The vulnerabilities will be characterized based on type and severity and then prioritized. A final report of the findings will be produced by the Consultant, and also include recommendations on remediation efforts to reduce the vulnerability of the system.

*Task G: Identify Green Infrastructure Retrofit Projects.* Staff at the City and the LCLGRPB will take the lead in identifying and planning for green infrastructure retrofit projects within the City boundaries, utilizing the Consultant as necessary for technical assistance. Sites will be designated utilizing the SWMM 5 model, and then field verified and assessed for feasibility and cost. Several green infrastructure practices will be considered, including rain gardens and bioretention basins, bioswales, tree planters, cisterns and permeable pavement. Each project will also have a suite of parameters important to non-point source pollution inputs in the metadata, including, but not limited to, proximity to a waterbody, POCs within the sub-sewershed, peak runoff volume, and whether it discharges to a CSO. This information will help prioritize the green infrastructure projects, and provide a ranked list for future implementation efforts.

*Task H: Prioritize Green Infrastructure Projects.* A prioritization matrix for the green infrastructure retrofit projects will be prepared utilizing the data from the SWMM 5 model and the parameters mentioned above. Each parameter will be given a ranking from 1 – 10, low to high priority, and each retrofit project will be ranked based on this matrix. By creating a prioritization matrix, this process can be easily replicated and adapted to any municipality within the Champlain Basin.

*Task I: Site Design and Construction of GI Retrofit Project.* Once the planning is completed, staff at the City and LCLGRPB will choose a green infrastructure project to be implemented. The City Engineering Department will design the project, utilizing the NYS DEC Stormwater Design Manual, with help from the LCLGRPB. The City will incorporate the use of native plants in the project to showcase the use of green infrastructure in the creation of native bird and butterfly habitat within an urban setting, and if possible, will utilize members of the Plattsburgh Community Garden Group, Inc. to help plant. Construction for the project will be undertaken by the City Department of Public Works.



*Task J: Educational Signage Created for Green Infrastructure Project.* Staff at the LCLGRPB will design and produce at least one educational sign to display at the finished green infrastructure retrofit site. The sign(s) will describe what was accomplished, how it was accomplished and why these municipal green infrastructure retrofits are important to all City residents. It will also outline all the involved partners and where the public can obtain additional information on green infrastructure resources. These signs will be an important outreach effort during the public workshop as well as into the future.

*Task K: Public Outreach Workshops.* Staff at the LCLGRPB will conduct one outreach workshop at the site of the newly implemented green infrastructure project. This workshop will focus on educating the public on how they can take a large, municipal green infrastructure project and translate it into a smaller, homeowner-sized green infrastructure project. Also utilizing this grant money, new green infrastructure educational materials will be developed by LCLGRPB staff and disseminated to area homeowners and businesses on how using green infrastructure practices on private property can reduce flooding, sewer backups, and promote habitat in urban settings.

Two additional presentations will be performed by City Staff and the Consultant on the mapping and assessment portions of this project, and how the methods can be utilized in other municipalities. Locations for these presentations will be chosen at a later date.

*Task L. Produce Quarterly Reports & Reimbursement Requests.* Staff at the LCLGRPB will produce all quarterly reports and reimbursement requests in a timely manner.

*Task M. Complete Final Report.* A final report will be submitted once all work is completed. The report will outline in detail the process undertaken for the mapping and vulnerability assessment initiatives, as well as all associated maps. The report will also contain the green infrastructure ranking matrix and the prioritized list of projects with the City. Narrative and photos of the public outreach efforts and construction of the green infrastructure project will also be submitted. The final report will be completed by staff at the LCLGRPB and City Engineering Department.

*Task N. Provide LCBP with Final Datasets and Files.* At the end of this project, City staff will provide the LCBP with the resulting spatial dataset, layers and metadata in the requested formats, and all electronic files of the created educational and outreach materials and signage. In addition, the data can be published on the City website GIS for use by the public as well as federal, state and local conservation organizations, academic institutions and other municipalities.

**Detailed Budget:**

Expense	Tasks	LCBP Grant Request	Non-Federal Matching Contribution	Totals
<b>DIRECT Costs:</b>				
<b>Personnel</b>		<b>\$59,000</b>	<b>\$6,000</b>	<b>\$65,000</b>
City Engineer	<i>A,C,D,G,H,I,K,M,N</i>	\$20,000		\$20,000
City Draftsman	<i>C,D,I</i>	\$8000		\$8000
City Engineer Aid	<i>C,D,I</i>	\$15,000		\$15,000
City Engineering Secretary	<i>L,M</i>	\$1000		\$1000
LCLGRP Enviro. Plng. Ast.	<i>A,D,G,H,I,J,K,L,M,N</i>	\$15,000		\$15,000
City DPW Foreman	<i>I</i>		\$1500	\$1500
City DPW Equip. Oper. (2)	<i>I</i>		\$1500	\$1500
City DPW Laborer (3)	<i>I</i>		\$3000	\$3000
<b>Travel</b>		<b>\$1000</b>	<b>\$0</b>	<b>\$1000</b>
<b>Supplies/Materials</b>		<b>\$82,000</b>		<b>\$82,000</b>
GI Retrofit Project*	<i>I</i>	\$60,000		\$60,000
Printing – Signage	<i>J</i>	\$6000		\$6000
Printing – Ed Materials	<i>K</i>	\$8000		\$8000
Printing – Maps & Reports	<i>C,D,E,F,G,H,K</i>	\$8000		\$8000
<b>Contracts</b>		<b>\$58,000</b>	<b>\$0</b>	<b>\$58,000</b>
Consultant	<i>B,E,F,G,H,K</i>	\$58,000		\$58,000
<b>Equipment</b>		<b>\$0</b>	<b>\$11,000</b>	
Tandom Dump Truck	<i>I</i>		\$5000	\$5000
Excavator	<i>I</i>		\$5000	\$5000
Pick-up Truck	<i>I</i>		\$1000	\$1000
<b>INDIRECT Costs:</b>				
<b>Totals</b>		<b>\$200,000</b>	<b>\$17,000</b>	<b>\$217,000</b>

\* Once a project is chosen a more detailed and accurate budget will be prepared.

## Resolution – Designation of City Clerk for Service of Notice of Claim by Secretary of State<sup>1</sup>

Resolved, Pursuant to Section 53 of the General Municipal Law, the City Clerk of the City of Plattsburgh is hereby designated as the City officer to whom the Secretary of State shall transmit a copy of any Notice of Claim served upon the Secretary of State as the City of Plattsburgh's agent; further

Resolved: Distributions to the City of Plattsburgh for its share of fees for service of Notices of Claim will be sent to the following Remittance Address: City Chamberlain, 6 Miller Street, Plattsburgh, NY 1290; further

Resolved: The Corporation Counsel is authorized to sign and file a Certificate of Designation for Service of Notice of Claim with the Department of State.

for information only

**Cities and villages should adopt a motion or resolution approving the designation and appointing the individual to whom the Secretary of State must mail notices of claim. City and village officials have until July 15, 2013 to file the certificate with the Secretary of State.**

Failing to file a Certificate of Designation of Notice of Claim will not invalidate any notice of claim served on the New York Secretary of State.

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<sup>1</sup> When a municipality is sued any of the following officers can be served with process: 3. upon any other city, to the mayor, comptroller, treasurer, counsel or clerk; or, if the city lacks such officers, to an officer performing a corresponding function under another name;

Individuals who serve a notice of claim on the New York Secretary of State will be charged a \$250 service fee. Half of the service fee will be retained by the New York Secretary of State and the other half provided to the public corporation named in the notice of claim. Public corporations that do not file a Certificate of Designation of Notice of Claim with the Department of State will not receive a share of the service fees.

Notices of Claim against cities and villages may be served on the Secretary of State beginning Monday, July 15, 2013.

cc. K Herkalo, R Marks

sent by email

**JOHN E. CLUTE, ESQ.**  
**CORPORATION COUNSEL**  
**CITY OF PLATTSBURGH**

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June 18, 2013

To: Mayor and Council

From: John E. Clute

re: Designation of officer to receive notices of claim

A recent law requires cities to designate a person upon whom the Secretary of State can service notices of claim. It could be the Clerk, Chamberlain, Mayor or Corporation Counsel. I am suggesting the clerk because that is typically where notices go, but the decision is up to you. Keith and Richard may have some ideas about this so I am copying them on this memo.

The resolution needs to be passed before 7/15/13. The sign up form requires an email address for the person receiving notice. When the person holding the position changes, someone should remember to change the listing with DOS so a valid email address is on file.